

EXHIBIT B-1

Platinum Plus®

The new standard

Practical.
Powerful.
Indispensable.

Your Platinum Plus Benefits


Global Acceptance

Congratulations! You've chosen one of the world's most respected credit cards. Your credit card is welcome at millions of locations—overseas, at home, or online—including resorts, restaurants, jewelry shops, grocery stores, gas stations, and Internet retailers.

Customer Satisfaction**

Call us anytime, day or night—or visit us online! Your *Platinum Plus* MasterCard card assures you a level of priority service other credit cards don't offer. We are standing by to assist you with the following:

- Additional cards for family members or others you trust
- Quick decisions on credit line increase requests
- Quick replacement of lost or stolen cards
- Absolute protection against fraud and unauthorized use
- The highest possible level of online security
- Personal service—24 hours a day, 7 days a week
- Merchant dispute advocacy
- Online account access
- Electronic bill-payment scheduling
- Supplemental Auto Rental Collision Damage Deductible Coverage
- MasterTrip® Travel Assistance
- Travel Assistance Services Medical Protection
- Pay-by-Phone service available at 1-800-685-9628



Access Is Power.

7:30 a.m.
Click.
View yesterday afternoon's purchases.

5:42 p.m.
Click.
Transfer a balance to your account.

10:01 p.m.
Click.
Credit card bill paid.

www.bankofamerica.com
Why wait for the mail? Log On. Do it all—and more!

Internet Access bankofamerica.com/worldpoints

Get up-to-the-minute information about your account and your available points balance—Visit our Web site for 24-hour access to your account information in a safe, highly secure environment.

Transaction Information

Easy-to-read monthly statements—Charges, payments, credits, and important messages are presented clearly. Year-End Summary of Charges—To help you with financial planning and tax reporting, we can provide an itemized record of billing for the previous year.

Security

Use your credit card with complete confidence. Our Zero Liability policy means you won't be responsible for unauthorized purchases. And lost or stolen cards will be replaced promptly. Enhanced Fraud Protection—State-of-the-art anti-fraud systems protect your account against fraudulent charges and unauthorized use, including online purchases. And specialized programs alert us to unusual activity on your account, around-the-clock. Online Purchase Protection—Shopsafe® is a free service that allows you to create a temporary card number each time you make an online purchase to help prevent online shopping fraud.

Cash Access

HAVE CASH AT YOUR FINGERTIPS, whenever and wherever you need it!

Credit Card Access Checks—Use them like personal checks to pay bills or to pay off balances on higher-interest accounts.*

ATMs—Use your Personal Identification Number (PIN) to get cash at ATMs worldwide. Your new PIN will be arriving within the next few weeks with your benefits package.

Financial Institutions—Access cash advances at financial institutions all around the world!

Emergency Cash Worldwide—Emergency cash up to your available credit line can be wired to a convenient Western Union® office within the United States or to a participating bank anywhere in the world!

Balance Transfers

It's easy to pay off other credit card accounts. Call us toll-free at 1-800-457-3721, or visit www.bankofamerica.com.* We'll transfer the balances you specify to your *Platinum Plus* MasterCard account, subject to credit availability.

WorldPoints® Rewards

Earn one Point for every \$1 in net retail purchases charged to your WorldPoints credit card.

Reward yourself with Travel—on any major U.S. airline with no blackout dates, or arrange U.S. hotels and car rentals. **Cash**—earn unlimited cash rewards.

Merchandise—choose from an impressive selection of merchandise from manufacturers including Sony®, Callaway®, and KitchenAid®. **Gift certificates**—select from Pottery Barn, Gap, Staples, Macy's and more.

Enjoy the convenience of MyConciergeSM, a 24-hour concierge service that can get you hard-to-find tickets, dinner reservations at the hottest spots, and more!

Your WorldPoints are tracked automatically and appear on your monthly statement. For additional information, visit us at www.bankofamerica.com/worldpoints.

For fast service, cut out this Quick Reference Guide and keep it handy.

Customer Priority Center

Log on today!

bankofamerica.com/worldpoints

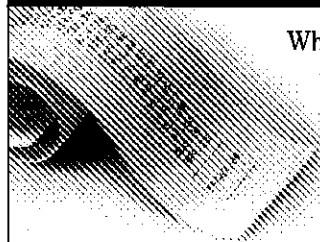
Important Phone Numbers

Customer Satisfaction 1-800-421-2110

Balance Transfer 1-800-457-3721

Overseas(collect) 302-738-5719

TDD 1-800-346-3178

Get the Whole Picture.

When you add authorized users to your account, you can track all expenses on one simple statement. It literally puts everyone on the same page!

Simplify—call now to sign up!

1.800.421.2110

Add Authorized Users to your account—at no additional cost!

As the Primary Cardholder, you are responsible for all account activity incurred by Authorized Users.

**Safeguard Yourself**

In the event of an unexpected loss of income.

To learn more, call

1.866.509.3894



Involuntary Unemployment



Hospitalization



Employer Approved Unpaid Family Leave of Absence



Loss of Life



Disability

†IMPORTANT DISCLOSURES

The corresponding ANNUAL PERCENTAGE RATE ("APR") for Balance Transfers and Check Cash Advances is a promotional 0.00% APR in effect through your statement Closing Date in February 2009.

However, your promotional rate period may end sooner. If any Total Minimum Payment Due is not received by the Payment Due Date or if your total outstanding balance exceeds your credit limit on any statement Closing Date ("promotion turn-off event"), then as of the first day of the billing cycle in which such promotion turn-off event occurs, the promotional period will end.

When the promotional period ends, the corresponding APR for all new and outstanding Balance Transfer and Check Cash Advance balances will be 9.99%, or a higher Default Rate of up to 29.99% corresponding APR, as described in your Agreement.

The non-introductory APR for your account is not guaranteed and is subject to change.

Transaction fee for Balance Transfers: 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00).

Transaction fee for Check Cash Advances: 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00).

Transaction fee for Foreign Transactions: 3.00% of the U.S. dollar amount of each such Foreign Transaction.

Bank of America will allocate your payments to balances (including new transactions) with lower APRs before balances with higher APRs.

*This account may not be used to make a payment on any account issued by FIA Card Services, N.A. or any credit card account issued by Bank of America. Attempts to use account checks in such a manner will result in a Returned Payment Fee as described in your Credit Card Agreement.

**Certain restrictions apply to these and other benefits described here and in your Guide to Coverage.

The Bank of America Privacy Policy for Consumers may be found in your Credit Card Agreement and is available at www.bankofamerica.com/privacy.

Platinum Plus, *Quantum*, *WorldPoints*, *GoldOption* and related marks are trademarks of FIA Card Services, N.A. Bank of America is a registered trademark of Bank of America Corporation. FIA Card Services, N.A. is the exclusive issuer and administrator of this credit card program.

MasterCard, World MasterCard, MasterTrip, MasterLegal and Purchase Assurance are federally registered service marks of MasterCard International Inc., and are used pursuant to license.

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Platinum Plus[®]

The new standard

ALPHONSE F CALVANESE

CREDIT CARD AGREEMENT

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**BANK OF AMERICA PRIVACY POLICY
FOR CONSUMERS 2008**

Trust. Respect. Integrity.
Our privacy commitment to you.

To learn more about how Bank of America manages Customer Information and what actions you can take, please continue reading.

This document includes information about:

- 1. Making the security of information a priority**
- 2. Collecting your information**
- 3. Managing information about you**
- 4. Honoring your preferences**
- 5. Actions you can take**
- 6. Guarding your own information**
- 7. Bank of America companies**

This policy covers Customer Information, which means personally identifiable information about a consumer or a consumer's current or former customer relationship with Bank of America. This policy is provided to you as required by the Federal Financial Privacy Law and applies to our companies identified in Section 7, Bank of America companies.

1. Making the security of information a priority

Keeping financial information secure is one of our most important responsibilities. We maintain physical, electronic and procedural safeguards to protect Customer Information. Appropriate employees are authorized to access Customer Information for business purposes only. Our employees are bound by a code of ethics that requires confidential treatment of Customer Information and are subject to disciplinary action if they fail to follow this code.

2. Collecting your information

We collect and use various types of information about you and your accounts to service your accounts, save you time and money, better respond to your needs and manage our business and risks. Customer Information is categorized in the following six ways:

A. Identification Information-

information that identifies you, such as name, address, telephone number and Social Security number.

B. Application Information- information you provide to us on applications and through other means that will help us determine if you are eligible for products you request. Examples include assets, income and debt.

C. Transaction and Experience Information - information about transactions and account experience, as well as information about our communications with you. Examples include account balances, payment history, account usage and your inquiries and our responses.

D. Consumer Report Information- information from a consumer report. Examples include credit score and credit history.

E. Information from Outside Sources - information from outside sources regarding employment, credit and other relationships that will help us determine if you are eligible for products you request. Examples include employment history, loan balances, credit card balances, property insurance coverage and other verifications.

F. Other General Information- information from outside sources, such as data from public records, that is not assembled or used for the purpose of determining eligibility for a product or service. As required by the USA PATRIOT Act, we also collect

information and take actions necessary to verify your identification.

3. Managing Information about you

Managing information within Bank of America

Bank of America is made up of a number of companies, including financial service providers, such as our brokerage company and credit card company, and nonfinancial companies, such as our operations and servicing subsidiaries.

Bank of America may share any of the categories of Customer Information among our companies. For example, sharing information allows us to use information about your ATM, credit card and check card transactions to identify any unusual activity and then contact you to determine if your card has been lost or stolen.

We occasionally receive medical or health information from a customer if, for example, a customer applies for insurance from us. We also may obtain information from insurance support organizations not affiliated with Bank of America that prepare and provide reports to others as well as to us. We do not share medical or health information among our companies, except to maintain or collect on accounts, process transactions, service customer requests or perform insurance functions to the extent permitted by law.

Managing information with companies that work for us

We may share any of the categories of Customer Information with companies that work for us, including companies located outside the United States. All nonaffiliated companies that act on our behalf and receive Customer Information from us are

contractually obligated to keep the information we provide to them confidential, and to use the Customer Information we share only to provide the services we ask them to perform. These companies may include financial service providers, such as payment processing companies, and nonfinancial companies, such as check printing and data processing companies.

In addition, we may share any of the categories of Customer Information with companies that work for us in order to provide marketing support and other services, such as a service provider that distributes marketing materials. These companies may help us to market our own products and services or other products and services that we believe may be of interest to you. Please note that some of our own companies may provide marketing support and other services for us as well.

Sharing information with third parties
(for customers with credit cards and Sponsored Accounts)

We may share Identification Information, Transaction and Experience Information, as well as Other General Information we collect about each of your (1) Bank of America credit card account(s) and (2) Sponsored Accounts at Bank of America, with selected third parties.

1. Credit card account information, whether co-branded or not, may be shared with third parties.
2. Sponsored Account information may be shared with third parties. Sponsored Accounts are non-credit card accounts or services provided by Bank of America that are also endorsed, co-branded or sponsored by other organizations. Examples of these organizations include colleges, sporting teams, retailers and other affinity organizations, such as charities. Sponsored Accounts may

include deposit accounts or other banking services provided by Bank of America, such as a savings account co-branded with an automobile club. You will know whether an account is a Sponsored Account by the appearance of the name or logo of the sponsoring organization on account materials, such as statements and marketing materials.

If you are unsure whether any of your accounts are Sponsored Accounts, please contact 1.888.341.5000.

We may share information about credit cards and Sponsored Accounts with selected third parties, including:

- Financial services companies (such as insurance agencies or companies and mortgage brokers and organizations with whom we have agreements to jointly market financial products);
- Nonfinancial companies (such as retailers, travel companies and membership organizations); and
- Other companies (such as nonprofit organizations).

The sharing of information, as described in this section, is limited to credit card and Sponsored Account information. Please see Section 4, Honoring Your Preferences to learn how you may choose to opt out of this sharing.

Disclosing information in other situations

We also may disclose any of the categories of Customer Information to credit bureaus and similar organizations and when required or permitted by law. For example, Customer Information may be disclosed in connection with fraud prevention or investigation, risk management and security, and recording mortgages in public records.

4. Honoring your preferences

You have choices when it comes to how Bank of America shares and uses information.

Sharing information with third parties (for customers with credit cards and Sponsored Accounts)

If you have a Bank of America credit card or Sponsored Account, you may request that we not share information about these accounts with third parties. If you request that we not share information with third parties, we may still share information:

- Where permitted or required by law as discussed in Section 3 under Disclosing information in other situations;
- With our service providers as discussed in Section 3 under Managing information with companies that work for us; and
- With other financial companies with whom we have joint marketing agreements.

If you have multiple credit cards or Sponsored Accounts, you will need to express your preference for each account separately. When any customer on a joint account requests that we not share with third parties, that preference is applied to the entire account.

Sharing among Bank of America companies

You may request that Application Information, Consumer Report Information and Information from Outside Sources not be shared among Bank of America companies.

For sharing among Bank of America companies, each customer may tell us his or her preferences individually, or you may tell

us the preferences for any other customers who are joint account owners with you.

Direct marketing

You may choose not to receive direct marketing offers - sent by postal mail, telephone and/or e-mail - from Bank of America. These preferences apply to all marketing offers from us and from companies working for us. To minimize the amount of telephone solicitation our customers receive, Bank of America does not offer nonfinancial products and services through telephone solicitations. Direct marketing offers from us may include information about products and services we believe may be of interest to you.

If you elect not to receive direct marketing offers by postal mail, telephone and/or e-mail, please note that we may continue to contact you as necessary to service your account and for other nonmarketing purposes. You may also be contacted by your client relationship manager or assigned account representative, if applicable. Bank of America may also continue to provide marketing information in your regular account mailings and statements, including online and ATM communications.

Each customer may opt-out of each direct marketing option individually. Since marketing programs may already be in progress, it may take up to 12 weeks for your postal mail opt-out to be fully effective. When you opt-out of direct marketing by postal mail or telephone, your opt-out will last for five (5) years. After that, you may choose to renew your opt-out for another five-year period.

5. Actions you can take

You can tell us your preferences by:

- Notifying us at bankofamerica.com/privacy and entering your information on our secure Web site
- Calling us toll free at 1.888.341.5000
- Talking to a customer representative at a banking center or to your client relationship manager

Keeping Information Accurate

You can make sure information is accurate by:

- Accessing your account information (for example, on a statement or in response to specific requests)
- Telling us if it is incorrect by calling or writing to us at the telephone number or appropriate address for such changes on your statement or other account materials.

6. Guarding your own information

Bank of America recommends that you take the following precautions to guard against the disclosure and unauthorized use of your account and personal information:

- Review your monthly account statements and report any suspicious activity to us immediately.
- Do not respond to e-mails requesting account numbers, passwords or PINs. Call the institution to verify the legitimacy of the e-mail.
- Memorize PINs and refrain from writing PINs, Social Security numbers, debit or credit card numbers where they could be found.
- Shred documents containing any sensitive information before discarding, e.g. bank statements.
- Confirm that an Internet site is secure by checking that the URL (Web address) begins with https.

- Review your credit report at least once every year to make sure all information is up to date. For a free copy of your credit bureau report, contact www.annualcreditreport.com or call 1.877.322.8228.
- If you think you have been a victim of identity theft or fraud, you may contact the Federal Trade Commission (FTC) to report any incidents and to receive additional guidance on steps you can take to protect yourself. Contact the FTC at <http://www.consumer.gov/idtheft> or 1.877.438.4338.
- For additional information on protecting your information, please visit bankofamerica.com/privacy.

Keeping up to date with our Privacy Policy

We may make changes to this policy at any time and will inform you of changes, as required by law. To receive the most up-to-date Privacy Policy, you can visit our Web site at: bankofamerica.com/privacy or call us at 1.888.341.5000.

7. Bank of America companies

This Privacy Policy applies to the following Bank of America companies that have consumer customer relationships:

Banks and Trust Companies

Bank of America, N.A.
Bank of America Trust Company of Delaware, N.A.
United States Trust Company, N.A.
U.S. Trust Company of Delaware

Credit Card

Bank of America Consumer Card Services, LLC

Bank of America
Fleet Credit Card Services, L.P.
MBNA America

Brokerage and Investments

BACAP Alternative Advisors, Inc.
Bank of America Capital Advisors LLC
Banc of America Finance Services, Inc.
Banc of America Investment Advisors,
Inc.
Banc of America Investment Services,
Inc.
Banc of America Securities LLC
Columbia Management Advisors, LLC
Columbia Management Distributors, Inc.
Columbia Wanger Asset Management,
L.P.
CTC Consulting Inc.
Marsico Capital Management, LLC
UST Advisers, Inc
U.S. Trust Hedge Fund Management, Inc
UST Securities Corp.
White Ridge Investment Advisors LLC

Insurance and Annuities

BA Agency, Inc.
BA Insurance Services, Inc.
Banc of America Agency, LLC
Banc of America Agency of Nevada, Inc.
Banc of America Agency of Texas, Inc.
Banc of America Insurance Services,
Inc., dba Banc of America Insurance
Agency
Banc of America Corporate Insurance
Agency, LLC
General Fidelity Insurance Company
General Fidelity Life Insurance Company

Real Estate

HomeFocus Services, LLC
NationsCredit Financial Services
Corporation

For a current list of Bank of America companies that have consumer customer relationships and to which this policy applies, please visit our Web site at bankofamerica.com/privacy. This policy applies to consumer customer relationships established in the United States and is effective January 1, 2008. This notice constitutes the Bank of America Do Not Call Policy under the Telephone Consumer Protection Act for all consumers and is pursuant to state law.

You may have other privacy protections under state laws, such as Vermont and California. To the extent these state laws apply, we will comply with them with regard to our information practices.

For Nevada residents only. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 East Washington Street, Suite 3900, Las Vegas, NV 89101; phone number: 702.486.3132; e-mail: BCPINFO@ag.state.nv.us. Bank of America, PO Box 25118, FL1—300—02—07, Tampa, FL 33633— 0900.

For Vermont and California residents only. The information sharing practices described above are in accordance with federal law. Vermont and California law place additional limits on sharing information about Vermont and California residents so long as they remain residents of those states.

Vermont: In accordance with Vermont law, Bank of America will not share information we collect about Vermont residents with companies outside of Bank of America, except as permitted by law, such as with the consent of the customer, to service the customer's accounts or to other

financial institutions with which we have joint marketing agreements. Bank of America will not share Application Information, Consumer Report Information and Information from Outside Sources about Vermont residents among the Bank of America companies except with the authorization or consent of the Vermont resident.

California: In accordance with California law, Bank of America will not share information we collect about California residents with companies outside of Bank of America, except as permitted by law, such as with the consent of the customer, to service the customer's accounts, or to fulfill on rewards or benefits. We will limit sharing among our companies to the extent required by applicable California law.

Estas normas están disponibles en español a través de la sucursal bancaria de su localidad.

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CREDIT CARD AGREEMENT

We reserve the right to change the terms of this Agreement at any time, as further described in the following sections: *Balance Categories* and *We May Amend This Agreement*.

YOUR CONTRACT WITH US

Your Agreement with us consists of this Credit Card Agreement and any changes we make to it from time to time. The terms of this Agreement apply to you if any of you applied for and were granted an account, used the account, maintained the account, and/or otherwise accepted the account. You agree to the terms and conditions of this Agreement.

WORDS USED OFTEN IN THIS AGREEMENT

"Access check" means an access check we provide to you to make a Check Cash Advance on your account.

"Agreement" or "Credit Card Agreement" means this document and any changes we make to this document from time to time.

"APR" means the corresponding Annual Percentage Rate. The APR corresponds to the Daily Periodic Rate ("DPR") which is calculated by dividing the corresponding APR by 365.

"Card" means all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Agreement.

"Cash Advance" means the use of your account for a loan obtained:

1. at an automated teller machine ("ATM Cash Advance");
2. by a transfer of funds initiated by us at your request ("Balance Transfer");
3. at any financial institution (e.g., to obtain cash, money orders, or travelers checks), including overdraft transactions if this account is eligible for and properly enrolled in an overdraft protection

- program, at any non-financial institution (to obtain cash), or for any payment you make to us that is returned to us unpaid for any reason, including the related finance charges ("Bank Cash Advance");
4. by an access check you sign as drawer ("Check Cash Advance").

"Cash Advance" includes Transaction Fees and adjustments associated with any Cash Advance.

"Default Rate" means the APR which may be applied without further notice to your account in certain instances of your default, as described in the section titled, *Annual Percentage Rates*.

"Foreign Transaction" means any transaction made in a foreign currency (including, for example, online purchases from foreign merchants).

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances.

"New Balance Total" means the total billed amount as of the Closing Date of a billing cycle, as shown on your monthly statement. To determine the New Balance Total, we start with the total balance at the beginning of the billing cycle, which is the "Previous Balance." Then we subtract payments and credits. Then we add Cash Advances, Purchases and finance charges.

"Pay in Full" or "Paid in Full" means payments and credits in a billing cycle totaling at least your previous billing cycle's New Balance Total. In general, Pay in Full must be made by the Payment Due Date in order to get a Grace Period.

"Promotional Rate" means a temporary APR that may be offered on a balance category for a designated time period, and may be subject to other conditions.

"Purchase" means the use of your card or account number to:

1. buy or lease goods or services;
2. buy "Cash Equivalents" (i.e., foreign currency, money orders or travelers checks from a non-financial institution, or wire transfers, person to person money transfers, out-of-network bill payments made through Bank of America's online bill payment service, bets, lottery tickets, or casino gaming chips) from any seller other than a financial institution;
3. make a transaction that is not otherwise a Cash Advance.

"Purchase" includes Account Fees, as well as Transaction Fees and adjustments associated with any Purchase.

"We", "us", "our", and "FIACS" means FIA Card Services, N.A., also known as Bank of America.

"You" and "your" mean each and all of the persons who are granted, accept or use an account we hold. "You" and "your" also mean any other person who has guaranteed payment of this account, when used in the sections titled, *Your Contract With Us*, *We May Monitor and Record Telephone Calls*, and *Arbitration and Litigation*, and when used in each of the sections relating to payment of this account (e.g., *Your Promise to Pay*, and *How We Allocate Your Payments*).

We will use the definitions described under the section heading *Words Used Often in This Agreement* or as otherwise defined in this Agreement. If we use a capitalized term in this document but we do not define the term in this document, the term has the meaning as used in your monthly statement.

We use section headings (e.g., *Words Used Often in This Agreement*) to organize this Agreement. The headings are for reference purposes only.

BALANCE CATEGORIES

When a Cash Advance or Purchase transaction occurs, we add the amount of the transaction and any associated finance charges, to one of the following balance categories:

- Category A - Balance Transfers and Check Cash Advances
- Category B - ATM Cash Advances and Bank Cash Advances
- Category C - Purchases
- Category D - Other Balances

From time to time, we may move certain balances from one category to another (for example, so we can accommodate promotional terms), and we will tell you when we do.

Each balance category has its own APR. All rates are subject to change. In addition to the *Annual Percentage Rate* section, please see how we may change the rates on your account in the section titled, *We May Amend This Agreement*.

ANNUAL PERCENTAGE RATES

Category A Balance Transfers and Check Cash Advances : Promotional Rate

The current corresponding **ANNUAL PERCENTAGE RATE** for Category A balances is a promotional **0.00%**(0.00% DPR) in effect through your statement Closing Date in February 2009.

This promotional period will end sooner if there is a "promotion turn-off event." A promotion turn-off event means: (1) that any Total Minimum Payment Due is not received by its Payment Due Date; or (2) that your total outstanding balance exceeds your credit limit on any statement Closing Date. If a promotion turn-off event occurs, then this promotional period will end as of the first day of that billing cycle. This means that this promotional APR will not be in effect in that billing cycle.

Rate after the promotional period

When the promotional period ends, the corresponding **ANNUAL PERCENTAGE RATE** for all new and outstanding Category A balances will be **9.99%**(0.027369% DPR), or a higher APR if we increase the APR due to Default Pricing (see below *Default Pricing*).

Default Pricing: The Default Rate for Category A balances is up to **29.99%** corresponding **ANNUAL PERCENTAGE RATE** (0.082164% DPR). We may increase the APR on all new and outstanding Category A balances up to the Default Rate, without giving you additional notice, each time any two of the following default events occur in any consecutive twelve month period: (1) we do not receive the Total Minimum Payment Due by its Payment Due Date; or (2) your total outstanding balance exceeds your credit limit on any statement Closing Date. Each such APR increase will be effective as of the first day of the billing cycle in which the second default event occurs.

Category B ATM Cash Advances and Bank Cash Advances:

The current corresponding **ANNUAL PERCENTAGE RATE** for Category B balances is **19.99%**(0.054767% DPR). The APR will change if we increase the APR due to Default Pricing (see below *Default Pricing*).

Default Pricing: The Default Rate for Category B balances is up to **29.99%** corresponding **ANNUAL PERCENTAGE RATE** (0.082164% DPR). We may increase the APR on all new and outstanding Category B balances up to the Default Rate, without giving you additional notice, each time any two of the following default events occur in any consecutive twelve month period: (1) we do not receive the Total Minimum Payment Due by its Payment Due Date; or (2) your total outstanding balance exceeds your credit limit on any statement Closing Date. Each such APR increase will be effective as of the first day of the billing cycle in which the second default event occurs.

Category C Purchases:

The current corresponding **ANNUAL PERCENTAGE RATE** for Category C balances is **9.99%**(0.027369% DPR). The APR will change if we increase the APR due to Default Pricing (see below *Default Pricing*).

Default Pricing: The Default Rate for Category C balances is up to **29.99%** corresponding **ANNUAL PERCENTAGE RATE** (0.082164% DPR). We may increase the APR on all new and outstanding Category C balances up to the Default Rate, without giving you additional notice, each time any two of the following default events occur in any consecutive twelve month period: (1) we do not receive the Total Minimum Payment Due by its Payment Due Date; or (2) your total outstanding balance exceeds your credit limit on any statement Closing Date. Each such APR increase will be effective as of the first day of the billing cycle in which the second default event occurs.

Category D Other Balances:

The current corresponding **ANNUAL PERCENTAGE RATE** for Category D balances is **9.99%**(0.027369% DPR). The APR will change if we increase the APR due to Default Pricing (see below *Default Pricing*).

Default Pricing: The Default Rate for Category D balances is up to **29.99%** corresponding **ANNUAL PERCENTAGE RATE** (0.082164% DPR). We may increase the APR on all new and outstanding Category D balances up to the Default Rate, without giving you additional notice, each time any two of the following default events occur in any consecutive twelve month period: (1) we do not receive the Total Minimum Payment Due by its Payment Due Date; or (2) your total outstanding balance exceeds your credit limit on any statement Closing Date. Each such APR increase will be effective as of the first day of the billing cycle in which the second default event occurs.

CALCULATION OF PERIODIC RATE FINANCE CHARGES

We calculate Periodic Rate Finance Charges for each balance category by multiplying its Balance Subject to Finance Charge by the applicable DPR and that result by the number of days in the billing cycle.

BILLING CYCLE

Your billing cycle ends each month on a Closing Date determined by us. Each billing cycle begins on the day after the Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle.

WHEN PERIODIC RATE FINANCE CHARGES BEGIN TO ACCRUE

Each new Category A and Category B Cash Advance begins to accrue Periodic Rate Finance Charges on its transaction date. Category A and Category B balances remaining from previous billing cycles accrue Periodic Rate Finance Charges from the first day of the billing cycle. The transaction date for Check Cash Advances and Balance Transfers made by check is the date the check is first deposited or cashed. The transaction date for a returned payment (a Bank Cash Advance) is the date that the corresponding payment posted to your account.

Unless subject to a Grace Period, each new Category C Purchase and each new Category D Other Balance begins to accrue Periodic Rate Finance Charges on its transaction date or the first day of the billing cycle, whichever date is later. Unless subject to a Grace Period, Category C balances and Category D balances remaining from previous billing cycles accrue Periodic Rate Finance Charges from the first day of the billing cycle.

When applicable, Periodic Rate Finance Charges accrue daily and compound daily on new balances, and balances remaining from previous billing cycles, in each balance category. Periodic Rate Finance Charges will continue to accrue even though you have paid the full

amount of any related balances in a balance category because we include any accrued but unpaid finance charges in the calculation of the Balance Subject to Finance Charge.

Your Payment Due Date will be at least 20 days from your statement Closing Date.

GRACE PERIOD

You do not have a Grace Period for Category A or Category B Cash Advances. You will have a Grace Period on new Category C Purchases and new Category D Other Balances, in a billing cycle in which you Pay in Full, from the day after the Pay in Full date until the end of that billing cycle. You will have a Grace Period for an entire billing cycle on new Category C Purchases and new Category D Other Balances and on Category C and Category D balances remaining from previous billing cycles if you Pay in Full by the Payment Due Date in that billing cycle and if during the previous billing cycle you Paid in Full.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Categories A and B—Average Balance Method (including new Cash Advances):

We calculate separate Balances Subject to Finance Charge for Category A balances and Category B balances. We calculate the Balance Subject to Finance Charge for each of these balance categories by: (1) calculating a daily balance for each day in the current billing cycle; (2) calculating a daily balance for each day prior to the current billing cycle that had a "Pre-Cycle Cash Advance" balance—a Pre-Cycle Cash Advance is a Cash Advance with a transaction date prior to the current billing cycle but with a posting date within the current billing cycle, (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in the current billing cycle.

To calculate the daily balance for each day in the current billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous

day's daily balance, add new Cash Advances and Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to the current billing cycle that had a Pre-Cycle Cash Advance balance, we take the beginning balance attributable solely to Pre-Cycle Cash Advances (which will be zero on the transaction date of the first Pre-Cycle Cash Advance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle Cash Advances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Categories C and D—Average Daily Balance Method (including new transactions):

We calculate separate Balances Subject to Finance Charge for Category C balances and Category D balances. We calculate the Balance Subject to Finance Charge for each of these balance categories by: (1) calculating a daily balance for each day in the current billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the current billing cycle.

To calculate the daily balance for each day in the current billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add, unless subject to a Grace Period, new transactions, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If in the current billing cycle you Pay in Full, then on the day after that Pay in Full date, we exclude from the beginning balance new transactions, new Account Fees, and new Transaction Fees which posted on or before the Pay in Full date.

We include the costs for credit card debt cancellation or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TRANSACTION FEE FINANCE CHARGES

If you obtain an ATM Cash Advance, we will assess a transaction fee **(FINANCE CHARGE)** equal to 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00).

If you obtain a Balance Transfer, we will assess a transaction fee **(FINANCE CHARGE)** equal to 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00).

If you obtain a Bank Cash Advance (other than through an overdraft transaction), we will assess a transaction fee **(FINANCE CHARGE)** equal to 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00). This fee is not assessed for a Bank Cash Advance resulting from any payment you make to us that is returned to us unpaid for any reason.

If you have enrolled this account to provide overdraft protection, we will assess a transaction fee **(FINANCE CHARGE)** equal to 3.00% of the U.S. dollar amount of each such overdraft transaction that posts to this account (Fee: Min. \$10.00).

If you use your card to purchase Cash Equivalents, we will assess a transaction fee **(FINANCE CHARGE)** equal to 3.00% of the U.S. dollar amount of each such Cash Equivalent (Fee: Min. \$10.00). This fee does not apply to out-of-network bill payments made through Bank of America's online bill payment service.

If you obtain a Check Cash Advance, we will assess a transaction fee **(FINANCE CHARGE)** equal to 3.00% of the U.S. dollar amount of each such Cash Advance (Fee: Min. \$10.00).

If you make a Foreign Transaction, we will assess a transaction fee **(FINANCE CHARGE)** equal to 3.00% of the U.S. dollar amount of each

such Foreign Transaction. This is in addition to any other applicable transaction fees.

ACCOUNT FEES

The following fees are assessed as Purchases in the billing cycle in which the fees accrue.

There is no Annual Fee.

An Overlimit Fee in each billing cycle when your total outstanding balance exceeds your credit limit. The Overlimit Fee will be assessed even if fees or finance charges assessed by us cause your total outstanding balance to exceed your credit limit. The Overlimit Fee will be assessed as of the first day in the billing cycle that your total outstanding balance was over your credit limit. No more than one Overlimit Fee will be charged in each billing cycle.

If your Previous Balance exceeds your credit limit at the beginning of a billing cycle, you will have an opportunity to avoid an Overlimit Fee in that billing cycle. To avoid an Overlimit Fee in that billing cycle, your total outstanding balance must be less than or equal to your credit limit on the 20th day of the billing cycle and must remain below the credit limit for the rest of that billing cycle. If your total outstanding balance exceeds your credit limit on the 20th day of that billing cycle you will be assessed an Overlimit Fee as of the 20th day. If your total outstanding balance is less than your credit limit on the 20th day of that billing cycle but exceeds your credit limit on any day after the 20th day, you will be assessed an Overlimit Fee as of the first day after the 20th day in which your total outstanding balance exceeds your credit limit.

The amount of the Overlimit Fee is based on the amount of your total outstanding balance on the date as of which the Overlimit Fee is assessed and is as follows:

- if the total outstanding balance is \$500.00 or less, the Overlimit Fee will be \$15.00;

- if the total outstanding balance is greater than \$500.00 but \$1,000.00 or less, the Overlimit Fee will be \$29.00;
- if the total outstanding balance is greater than \$1,000.00, the Overlimit Fee will be \$39.00.

A Late Fee, if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date. On the Late Fee transaction date:

- if the total outstanding balance is \$100.00 or less, the Late Fee will be \$15.00;
- if the total outstanding balance is greater than \$100.00 but \$250.00 or less, the Late Fee will be \$29.00;
- if the total outstanding balance is greater than \$250.00, the Late Fee will be \$39.00.

A Returned Payment Fee of \$39.00 if a payment on your account is returned for insufficient funds or for any other reason, even if it is paid upon subsequent presentment (if we elect to re-present the payment).

A Returned Check Cash Advance Fee of \$39.00 if we return an access check unpaid for any reason, even if the access check is paid upon subsequent presentment.

A Copy Fee of \$5.00 for each copy of a monthly statement or sales draft, except that the six most recent monthly statements and one sales drafts will be provided for free.

An Abandoned Property Fee equal to any costs incurred by us for complying with state abandoned property laws, unless prohibited by applicable law.

OVERDRAFT PROTECTION

If your checking account with Bank of America is linked to this account, this overdraft protection feature will allow funds to be transferred ("overdraft protection transfers") from this account into your designated checking account with Bank of America ("checking account") when

transactions occur on your checking account, such as checks or other debits, that if paid would cause the checking account to be overdrawn ("overdraft transactions"). Overdraft protection transfers include automatic transfers to cover checking account fees. Overdraft protection transfers are processed after close of business Monday through Friday and are treated as Category B Cash Advances. Each day's overdraft transactions will be totaled and rounded to the next \$100 (\$25 if you opened your checking account in Washington or Idaho; \$50 if your checking account is opened with Military Bank) increment up to your available credit limit, regardless of who initiated the overdraft transactions. For example, if your checking account has a balance of \$1.00 and a check or other debit item for \$125 is presented for payment, which if paid would cause your checking account to be overdrawn, an overdraft protection transfer of \$200 will be made to your checking account and a Bank Cash Advance of \$200 will post to this account. The amount of available credit on this account must be sufficient to cover the total amount of overdraft transactions (received by Bank of America that day) rounded to the next \$100 increment (but excluding any overdraft protection fee); otherwise one or more of the overdraft transactions for that day will be rejected. However, if the available credit on this account is greater than the overdraft transaction amount, but the available credit is insufficient for the overdraft transaction amount to be rounded to the next \$100 increment, then the amount of the overdraft transaction will be rounded to the highest whole dollar amount of your available credit. (And in such an event, the accrued finance charges may result in an Overlimit Fee.) We may permit or refuse to permit any overdraft protection transfer that would cause you to exceed the credit limit on this account; but if we permit it, you may be assessed an Overlimit Fee during the billing cycle in which the transfer occurs. This overdraft protection feature will automatically be cancelled if this account is closed by either you or us, or at any time upon your request. Your overdraft transactions remain subject to the terms of your checking account with Bank of America, any

related enrollment agreement, and this Agreement.

SIGN YOUR CARD

You should sign your card before you use it.

HOW TO USE YOUR ACCOUNT

You may obtain credit in the form of Purchases and Cash Advances by using cards, access checks, your account number, or other credit devices.

WE MAY MONITOR AND RECORD TELEPHONE CALLS

You consent to and authorize Bank of America, any of its affiliates, or its marketing associates to monitor and/or record any of your telephone conversations with our representatives or the representatives of any of those companies. Where you have provided a cell phone number directly to us, or placed a cell phone call to us, you consent and agree to accept collection calls to your cell phone from us. For any telephone or cell phone calls we place to you, you consent and agree that those calls may be automatically dialed and/or use recorded messages.

CREDIT REPORTING AGENCIES; COLLECTING AND SHARING INFORMATION

You authorize us to collect information about you in order to conduct our business and deliver the top quality service you expect, including information we receive about you, information we receive from third parties such as credit reporting agencies and information about your transactions with us and other companies. You authorize us to share such information about you or your account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our *Privacy Policy*.

If you believe we have furnished inaccurate or incomplete information about you or your account to a credit reporting agency, write to us at: FIA Card Services,

N.A., Credit Reporting Agencies, P.O. Box 17054, Wilmington, DE 19884-7054. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

PURPOSES FOR USING YOUR ACCOUNT

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes. You may not use a Check Cash Advance, or any other Cash Advance, to make a payment on this or any other credit account with us or our affiliates. You may not use or permit your account to be used to make any illegal transaction. You will only use your account for transactions that are legal where you conduct them. For example, Internet gambling transactions may be illegal in your state. Display of a payment card logo by an online merchant does not mean that an Internet transaction is legal where you conduct it. We may charge your account for such transactions. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transaction identified as Internet gambling.

PERSONS USING YOUR ACCOUNT

If you permit any person to use your card, access checks, account number, or other credit device with the authorization to obtain credit on your account, you may be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes your credit limit to be exceeded. Authorized users of this account may have the same access to information about the account and its users as the account holders. We may send account materials (cards, statements and notices) to any liable party, and that person will be responsible for delivering those materials to the other liable parties and authorized users. Notice to any of you will be considered notice to all of you. You may allow authorized users on your account in the following ways: (1) by notifying us that you want someone added to

your account as an authorized user; (2) by lending your card or account number to another; or (3) by any other ways in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying that you did so. You must think carefully before you allow anyone to become an authorized user. By doing so, you authorize the person to use your account to the same extent you can, including but not limited to making any purchases, cash advances, balance transfers and allowing others to use your account. Your account does not permit you to limit the nature or amount of authority you give to any authorized user and you will not attempt to do so. An authorized user's authority will continue until you both notify us that you are terminating the authority and you physically retrieve the card. If you cannot retrieve the card, you will remain liable for any transactions that we cannot prevent after you notify us.

YOUR PROMISE TO PAY

You promise to pay us the amounts of all credit you obtain, which includes all Purchases and Cash Advances. You also promise to pay us all the amounts of finance charges, fees, and any other transactions we charge to your account. If a bank branch or office sponsors your account, you promise to pay it any unpaid account balance it pays us within 30 days.

PAYMENTS ON YOUR ACCOUNT

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. Your Payment Due Date may vary from month to month. Payments must conform to the requirements set out on that monthly statement; these requirements may vary without prior notice. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on a

financial institution located outside of the United States. We reserve the right to reject any payment if your account has a credit balance as of the day we receive that payment. Payment of your Total Minimum Payment Due may not avoid the assessment of Overlimit Fees. Generally, credits to your account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Total Minimum Payment Due.

We process most payment checks electronically. We use the information on your check to create an electronic funds transfer. Each time you send a check, you authorize a one-time electronic funds transfer. You also authorize us to process your check as a check or paper draft, as necessary. Funds may be withdrawn from your account as soon as the same day we receive your payment. You will not receive your cancelled check because we are required to destroy it. We will retain an electronic copy. For more information or to stop the conversion of your checks into electronic funds transfers, call us at the phone number listed on (the front of) your monthly statement or on your card. You may also write to us at: P.O. Box 15019, Wilmington, DE 19850-5019.

TOTAL MINIMUM PAYMENT DUE

You may pay your total outstanding balance at any time. Each billing cycle, you must pay at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. The Total Minimum Payment Due is the sum of all past due amounts plus the Current Payment.

The Current Payment for each billing cycle includes three amounts: (1) 1.00% of your balance (your New Balance Total except for any new Periodic Rate Finance Charges, and Late Fee), and (2) new Periodic Rate Finance Charges, and (3) new Late Fee. Generally, the lowest it will be is \$15.00. We round the payment amount down to the nearest dollar. If a payment is credited to your account but is returned unpaid in a later billing cycle, we will recalculate the

Total Minimum Payment Due for the billing cycle in which the payment was originally credited.

WHEN YOUR PAYMENT WILL BE CREDITED TO YOUR ACCOUNT

We credit payments as of the date received, if the payment is: (1) received by 5 p.m. Eastern time; (2) received at the address shown in the upper left-hand corner of the front of your monthly statement; (3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (4) sent in the return envelope with only the top portion of your statement accompanying it. Payments received after 5 p.m. Eastern time on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after your latest statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

PROMISE TO PAY APPLIES TO ALL PERSONS

All persons who initially or subsequently request, accept, guarantee or use the account are individually and together responsible for any total outstanding balance. If you and one or more persons are responsible to pay any total outstanding balance, we may refuse to release any of you from liability until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and you repay us the total outstanding balance owed to us at any time under the terms of this Agreement.

DEFAULT

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your credit limit; or (3) you fail to abide by any other term of this Agreement. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later default.

WHEN WE MAY REQUIRE IMMEDIATE PAYMENT

If you are in default, then in addition to our other remedies under this Agreement, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law and except as otherwise provided under the *Arbitration and Litigation* section of this Agreement, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

OTHER PAYMENT TERMS

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with "paid in full" or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

PAYMENT HOLIDAYS AND REDUCED PAYMENT OFFERS

We may allow you, from time to time, to omit a monthly payment or make a reduced payment. We will notify you when these options are

available. If you omit a payment or make a reduced payment, finance charges, applicable fees, and other regular transactions, if any, will accrue on your account balances in accordance with this Agreement. The reduced payment amount may be less than your finance charges. You must make the reduced payment on time to avoid a late fee. You must resume making your regular Total Minimum Payment Due each month following a payment holiday or reduced payment offer.

YOUR CREDIT LIMIT

Your credit limit is disclosed to you when you receive your card and, generally, on each monthly statement. We may change your credit limit from time to time. The amount shown on your monthly statement as Cash or Credit Available does not take into account any Purchases, Cash Advances, finance charges, fees, any other transactions, or credits which post to your account after the Closing Date of that monthly statement. Such transactions could result in your credit limit being exceeded and result in the assessment of Overlimit Fees and loss of Promotional Rates.

WHAT WE MAY DO IF YOU ATTEMPT TO EXCEED YOUR CREDIT LIMIT

The total outstanding balance on your account plus authorizations at any time must not be more than your credit limit. If you attempt a transaction which results in your total outstanding balance (plus authorizations) exceeding your credit limit, we may: (1) permit the transaction without raising your credit limit; (2) permit the transaction and treat the amount of the transaction that is more than the credit limit as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient

funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

If we have previously permitted you to exceed your credit limit, it does not mean that we will permit you to exceed your credit limit again. If we decide to permit you to exceed your credit limit, which could trigger a promotion turn-off event, we may also charge an Overlimit Fee and/or apply Default Pricing as provided in this Agreement.

WE MAY AMEND THIS AGREEMENT

We may amend this Agreement at any time. We may amend it by adding, deleting, or changing provisions of this Agreement. We may increase or decrease any or all of your APRs. We may increase any or all of your APRs to rates which exceed the Default Rate. When we amend this Agreement we will comply with the applicable notice requirements of federal and Delaware law that are in effect at that time. The amended Agreement (including any higher rate or other higher charges or fees) will apply to the total outstanding balance, including the balance existing before the amendment became effective. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. We may replace your card with another card at any time.

WE MAY SUSPEND OR CLOSE YOUR ACCOUNT

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. Your obligations under this Agreement continue even after we have done this. You must destroy all cards, access checks or other credit devices on the account when we request.

YOU MAY CLOSE YOUR ACCOUNT

You may close your account by notifying us in writing or by telephone, and destroying all cards, access checks or other credit devices on the

account. Your obligations under this Agreement continue even after you have done this.

TRANSACTIONS AFTER YOUR ACCOUNT IS CLOSED

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

REFUSAL TO HONOR YOUR ACCOUNT

We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other financial institution, or any provider of goods or services.

HOW YOU MAY STOP PAYMENT ON AN ACCESS CHECK

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

YOU MAY NOT POSTDATE AN ACCESS CHECK

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentment or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the access check. We are not liable to you for any loss or expense incurred by you arising out of the action we elect to take.

TRANSACTIONS MADE IN FOREIGN CURRENCIES

If you make a transaction in a foreign currency, the transaction will be converted by Visa International or MasterCard International, depending on which card you use, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

BENEFITS

We may offer you certain benefits and services with your account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of Bank of America. While any benefits or services described in the previous sentence are not a part of this Agreement, any claim or dispute related to any such benefit or service shall be subject to the *Arbitration and Litigation* section of this Agreement. We may adjust, add, or delete benefits and services at any time and without notice to you.

WE MAY SELL YOUR ACCOUNT

We may at any time, and without notice to you, sell, assign or transfer your account, any sums due on your account, this Agreement, or our rights or obligations under your account or this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and/or obligations under this Agreement, to the extent sold, assigned or transferred.

**YOU MUST NOTIFY US WHEN YOU
CHANGE YOUR ADDRESS**

We strive to keep accurate records for your benefit and ours. The post office and others may notify us of a change to your address. When you change your address, you must notify us promptly of your new address.

WHAT LAW APPLIES

This Agreement is made in Delaware and we extend credit to you from Delaware. This Agreement is governed by the laws of the State of Delaware (without regard to its conflict of laws principles) and by any applicable federal laws.

**THE PROVISIONS OF THIS AGREEMENT
ARE SEVERABLE**

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

OUR RIGHTS CONTINUE

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

UNAUTHORIZED USE OF YOUR CARD

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1-800-789-6701.

ARBITRATION AND LITIGATION

This Arbitration and Litigation provision applies to you unless you were given the opportunity to reject the Arbitration and Litigation provisions and you did so reject them in the manner and timeframe required. If you did reject effectively such a provision, you agreed that any litigation brought by you against us regarding this account or this Agreement shall be brought in a court located in the State of Delaware.

Any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents or assigns of the other, arising from or relating in any way to this Agreement or any prior Agreement or your account (whether under a statute, in contract, tort, or otherwise and

whether for money damages, penalties or declaratory or equitable relief), shall, upon election by either you or us, be resolved by binding arbitration. The arbitrator shall resolve any Claims, including the applicability of this Arbitration and Litigation Section or the validity of the entire Agreement or any prior Agreement, except for any Claim challenging the validity of the Class Action Waiver, which shall be decided by a court.

In addition, we will not choose to arbitrate an individual Claim that you bring against us in small claims court or an equivalent court, if any. But if that Claim is transferred, removed or appealed to a different court, we then have the right to choose arbitration.

Arbitration shall take place before a single arbitrator and on an individual basis without resort to any form of class action. Arbitration may be selected at any time unless a judgment has been rendered or the other party would suffer substantial prejudice by the delay in demanding arbitration.

The arbitration shall be conducted by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the Claim is filed. Rules and forms of the National Arbitration Forum may be obtained and Claims may be filed at any National Arbitration Forum office, www.arb-forum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. If the NAF is unable or unwilling to act as arbitrator, we may substitute another nationally recognized, independent arbitration organization that uses a similar code of procedure. At your written request, we will advance any arbitration filing fee, administrative and hearing fees which you are required to pay to pursue a Claim in arbitration. The arbitrator will decide who will be ultimately responsible for paying those fees. If you file a claim against us, in no event will you be required to reimburse us for any arbitration filing, administrative or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction.

Any arbitration hearing at which you appear will take place within the federal judicial district that includes your billing address at the time the Claim is filed. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statutes of limitations and shall honor any claims or privilege recognized by law. If any party requests, the arbitrator shall write an opinion containing the reasons for the award.

No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (Class Action Waiver). The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **The Parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

This Arbitration and Litigation Section applies to all Claims now in existence or that may arise in the future. This Arbitration and Litigation Section shall survive the termination of your account with us as well as any voluntary payment of the debt in full by you, any bankruptcy by you or sale of the debt by us.

For the purposes of this Arbitration and Litigation Section, "we" and "us" means FIA Card Services, N.A., its parent, subsidiaries, affiliates,

licensees, predecessors, successors, assigns, and any purchaser of your account, and all of their officers, directors, employees, agents and assigns or any and all of them. Additionally, "we" or "us" shall mean any third party providing benefits, services, or products in connection with the account (including but not limited to credit bureaus, merchants that accept any credit device issued under the account, rewards or enrollment services, credit insurance companies, debt collectors and all of their officers, directors, employees and agents) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

YOU UNDERSTAND AND AGREE THAT IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, THIS ARBITRATION SECTION PRECLUDES YOU AND US FROM HAVING A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH COURT, OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS. EXCEPT AS OTHERWISE PROVIDED ABOVE, ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION IF YOU OR WE ELECT TO ARBITRATE.

YOUR BILLING RIGHTS

Keep This Notice for Future Use: This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions

About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet (or use a copy of the form provided on your bill) at Bank of America, P.O. Box 15026, Wilmington, DE 19850. Write to us as soon as possible. Do not send the notice on or with your payment. We must hear from you no later than 60 days after we sent you the first bill on which the transaction or error appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: (1) your name and account number; (2) the dollar amount of the suspected error; (3)

the posting date of the transaction in question; and (4) a description of the error and an explanation, if you can, of why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within twenty-five (25) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill, and we must tell you the name of anyone we report you to. We must tell anyone we

report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases: If you have a problem with the quality of the property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (1) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address and;
- (2) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

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EXHIBIT B-2



June 2010

RE: Your credit card account ending in 2042

Dear Alphonse F Calvanese:

At Bank of America®, we are committed to providing you with clear, timely information you can use to make decisions about your account. You have asked for more clarity in our communications, and we want to ensure you understand the enclosed changes we are making to your Credit Card Agreement. These changes are referred to as Amendments.

Please carefully review the second page titled *Amendments to Your Credit Card Agreement* for complete details and the dates these changes go into effect. We have also included a summary paragraph ("What Is Happening") directly above each Amendment.

Below is a brief summary of the changes to your Credit Card Agreement:

- **Cash Advance Fees for overdraft amounts less than \$10 will be eliminated:** If your credit card is linked to a Bank of America checking account for overdraft protection, we will no longer charge a fee if the overdrawn amount is less than \$10.
- **Arbitration will no longer be used to resolve new disputes:** We are removing the Arbitration section from your Credit Card Agreement. This does not affect your rights if you think there is an error on your statement; please refer to the section titled *Your Billing Rights* included in this notice.

You will also find enclosed the following information:

- **Your Billing Rights:** This annual notice explains your rights and our responsibilities if you choose to dispute a charge on your bill. Information about disputing a charge is also available on the back of your statement.
- **Annual Privacy Notice:** This enclosed insert entitled "*Bank of America Privacy Policy for U.S. Consumers 2010*" explains how we collect and manage information about you and how you can limit the sharing of that information.
- **As a reminder, for your security, safeguards against illegal transactions are in place:** Transactions in countries that are subject to certain economic sanctions or other restrictive measures (such as Iran and Sudan) will be blocked. Additional information and a full list of countries can be found at www.treas.gov/ofac.

For each account you have with us (including closed or inactive accounts), you will receive a copy of the privacy policy and other relevant notices.

We're here to answer your questions —day and night. If you have any questions or need assistance with your account, please contact us by calling the toll-free number on the back of your credit card. Our experienced associates are ready to assist you 24 hours a day, seven days a week. To access your account online, please visit bankofamerica.com.

We truly appreciate your business and look forward to continuing to meet your credit needs. Thank you for being a valued Bank of America customer.

Sincerely,

A handwritten signature in black ink, appearing to read "Beverly B. Ladley".

Beverly B. Ladley
Borrowing Products Executive
Bank of America

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June 2010

AMENDMENT(S) TO YOUR CREDIT CARD AGREEMENT

Please read this document carefully and keep it with your Credit Card Agreement. Except as amended below, the terms of your Credit Card Agreement remain in effect. If there is a conflict, the terms in this Amendment will prevail.

OVERDRAFT PROTECTION AMENDMENT

What Is Happening:

Cash Advance Fees for overdraft amounts less than \$10 will be eliminated. If your account is linked to a Bank of America checking account for overdraft protection, we will no longer charge a fee if the overdrawn amount is less than \$10.

Amendment to Your Credit Card Agreement:

Effective as of August 7, 2010, we will not assess an Overdraft Protection Cash Advance fee for any overdraft protection transfer from this account to a linked Bank of America checking account, if we determine that your checking account is overdrawn by a total amount less than \$10, after we finish processing for the day.

Please note: Overdraft transactions of \$10 or more will continue to be assessed the Overdraft Protection Cash Advance fee for each such Cash Advance. This change does not affect how we otherwise process overdraft protection transfers, as described in your Agreement.

ARBITRATION AMENDMENT

What Is Happening:

Arbitration will no longer be used to resolve new disputes arising under your Agreement, or any claim or dispute related to benefits or services provided in connection with this account. As a result, we are amending your Agreement to remove the section titled *Arbitration and Litigation* and to remove references to Arbitration and Litigation in the sections titled *When We May Require Immediate Repayment* and *Benefits*.

Amendment to Your Credit Card Agreement:

Effective immediately, we are removing the section of your Agreement titled *Arbitration and Litigation* and the references to Arbitration and Litigation in the sections titled *When We May Require Immediate Repayment* and *Benefits*. Those sections are reprinted below, as amended:

WHEN WE MAY REQUIRE IMMEDIATE REPAYMENT

If you are in default, then in addition to our other remedies under this Agreement, we can require immediate payment of all or any portion of your total outstanding balance and, unless prohibited by applicable law, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your Account for collection to an attorney who is not our salaried employee. Our failure to exercise any of our rights when you default does not mean that we are unable to exercise those rights upon later or continued default.

BENEFITS

We may offer you certain benefits and services with your Account. Unless expressly made a part of this Agreement, any such benefits or services are not part of this Agreement, but are subject to the terms and restrictions outlined in the benefits brochure and other official documents provided to you from time to time by or on behalf of Bank of America. We may adjust, add, or delete benefits and services at any time and without notice to you.

Notice regarding limitations on permissible use of your account:

You may not use your account to conduct transactions in any country or territory, or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Use of your card in those countries, or other jurisdictions as may be determined by *FIA Card Services*, will be blocked.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this bank is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

YOUR BILLING RIGHTS

Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Bank of America Corporation
P.O. Box 15026
Wilmington, DE 19850

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Bank of America Corporation
P.O. Box 15026
Wilmington, DE 19850

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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Electronic Service Requested



Bank of America
P.O. Box 53113
Phoenix, AZ 85072-3113

PRSRT STD
U.S. POSTAGE
PAID
PERMIT # 1829
LANSDALE, PA

*****ECRWSS**C-022

1812-781-00/0273

Alphonse F Calvanese

393 Green Hill Rd

Longmeadow, MA 01106-2943

EXHIBIT B-3

Welcome! We have enclosed your new
Bank of America card(s).

WorldPoints 

ALPHONSE F CALVANESE
393 GREEN HILL RD
LONGMEADOW MA
01106-294393

PROMOTIONAL

0.00% APR

(Annual Percentage Rate)
on Balance Transfers and Check Cash
Advances through your Statement
closing date in February 2009[†]. Call
1-800-457-3721 to activate your card
today!

Account # 4057 | **Credit Line:** \$8,000 | **Number of Card(s):** 2
(Verify name and address, and sign card(s) immediately to validate. Notify us if corrections are required.)

Thank you for your request. We are pleased to provide you with your new WorldPoints®
MasterCard® credit card(s).

From the moment you call to activate your card, you will have immediate access to your credit line
for purchases and cash advances. Use it for all your purchases, and earn valuable WorldPoints everytime.
You'll also enjoy exclusive benefits, including Zero Liability Fraud Protection against unauthorized use
and extra cards for others you trust—all at no additional cost. Add to that award-winning 24-hour
Customer satisfaction, online point redemption, and access to your account information at
bankofamerica.com/worldpoints, and you'll see why this card consistently receives top honors from
industry experts.

Read on—you'll find up-to-date details about your new account benefits! Important phone numbers
are also provided for quick reference. To make the most of your new card(s), please review these
materials and keep them in a safe place for future reference.

We look forward to serving all your credit card needs!

P.S. — Reward yourself with cash, travel, hotel stays, brand-name merchandise, gift certificates from top
retailers, and more! It's simple. You'll earn one point for every dollar in purchases charged to this credit
card. Start earning points today! Visit www.bankofamerica.com/worldpoints for details.



CLICK.

View Purchases—
Pay your Bill— Get Instant Access
to All Your Account Information.
bankofamerica.com/worldpoints

Why wait for the mail? Log On.

Safeguard Yourself
In the event of an
unexpected loss of income.

To learn more, call

1.866.509.3894



Involuntary
Unemployment



Hospitalization



Employer Approved
Unpaid Family Leave
or Absence



Loss of Life



Disability